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MEETING OF THE

MAGLEV TASK FORCE

Thursday, February 14, 2008 10:00 a.m. – 12:00 p.m.

SCAG Offices 818 W. 7th Street, 12th Floor Conference Room San Bernardino A&B Los Angeles, California 90017 213, 236,1800

VIDEO CONFERENCE LOCATION:

SCAG Inland Empire Office 3600 Lime Street, Suite 216 Riverside, CA 92501 951,784,1513

If members of the public wish to review the attachments or have any questions on any of the agenda items, please contact Richard Marcus at 213.236.1819 or marcus@scag.ca.gov.

SCAG, in accordance with the Americans with Disabilities Act (ADA), will accommodate persons who require a modification of accommodation in order to participate in this meeting. If you require such assistance, please contact SCAG at (213) 236-1868 at least 72 hours in advance of the meeting to enable SCAG to make reasonable arrangements. To request documents related to this document in an alternative format, please contact (213) 236-1868.

MAGLEV TASK FORCE

AGENDA

PAGE #

TIME

10 min

"Any item listed on the agenda (action or information) may be acted upon at the discretion of the Committee".

1. CALL TO ORDER AND INTRODUCTIONS

Hon. Lou Bone, Chair

2. PUBLIC COMMENT PERIOD

Members of the public desiring to speak on an agenda item or items not on the agenda, but within the purview of the Committee, must fill out and present a speaker's card to the assistant prior to speaking. A speaker's card must be turned in before the meeting is called to order. Comments will be limited to three minutes. The chair may limit the total time for all comments to twenty (20) minutes.

3. CONSENT CALENDAR

- 3.1 Approval Items
 - 3.1.1 <u>Minutes of the December 13, 2007 Meeting</u> **Attachment**

4. <u>INFORMATION ITEMS</u>

4.1 Draft SCAG letter to U.S. Hon. Lou Bone, Chair Representative Jim Costa (D-Fresno) regarding proposed high-speed rail federal legislation Attachment

4.2 Update on the IOS JPA Hon. Alan Wapner, Vice-Chair 10 min

4.3 Update on the Anaheim Regional Transportation Intermodal Center
 Danny Wu, Acting Transit Manager
 City of Anaheim

4.4 Group Discussions on future
 Maglev Task Force activities
 Hon. Lou Bone, Chair &
 Hon. Alan Wapner, Vice-Chair



(ARTIC) project

MAGLEV TASK FORCE

AGENDA

PAGE #

TIME

5. OPEN DISCUSSION

Provide direction to staff on issues of interest for future meeting.

6. CHAIR'S REPORT

7. <u>NEXT MEETING</u>

The next meeting of the Maglev Task Force will be held on Thursday, March 13, 2008 at the SCAG offices in downtown Los Angeles.



MAGLEV Task Force

of the

Southern California Association of Governments

December 13, 2007

Minutes

THE FOLLOWING MINUTES ARE A SUMMARY OF ACTIONS TAKEN BY THE MAGLEV TASK FORCE. AUDIO CASSETTE TAPE OF THE ACTUAL MEETING IS AVAILABLE FOR LISTENING IN SCAG'S LOS ANGELES OFFICE.

The Maglev Task Force held its meeting at the SCAG Headquarters in Los Angeles. The meeting was called to order by Hon. Lou Bone, Chair, City of Tustin. There was a quorum.

Members Present:

Hon. Lou Bone, ChairCity of TustinHon. Margaret ClarkCity of RosemeadHon. Bob HernandezCity of Anaheim

Hon. Keith Millhouse Ventura County Transportation Commission

Hon. Gene Daniels

Dr. Ron Bates

City of Paramount

City of South Gate

City of La Palma

Mr. Rick Deming Caltrans – Division of Rail

Audience Attendees:

Hon. Tom Sykes City of Walnut

Aileen Kennedy Caltrans – District 12
Mike Simon General Atomics

Sharad Mulchand Metro

Arthur Black
Danny Wu
City of Anaheim
Bart Reed
Transit Coalition
Phyllis Winger
City of Los Angeles,

Office of Councilman Greig Smith

Greg Nord OCTA
Miles Mitchell LADOT
David Chow IBI Group

Ed Thicksten CCDoTT / CSULB

Bob Stiles CitiCar

Video Conference:

Hon. Alan D. Wapner, Vice Chair City of Ontario
Hon. Lawrence Dale City of Barstow

Hon. Patrick Morris

Hon. Jeff Stone

County of Riverside

Tom Dana

City of Ontario

TeleConference:

Peter Okurowski Association of American Railroads (AAR)

SCAG Staff:

Mark Pisano Richard Marcus
Alan Thompson André Darmanin

1. CALL TO ORDER AND INTRODUCTIONS

Hon. Lou Bone, Chair, called the meeting to order at 10:05 am.

2. PUBLIC COMMENT PERIOD

There was no public comment.

3. <u>CONSENT CALENDAR</u>

3.1 Approval Items

3.1.1 Minutes of the October 11, 2007 Meeting

Members reviewed the minutes and provided the following revisions: page 3, Item 1 – Initial Operating Segment (IOS) to read as follows: "Hon. Clark asked if the IOS system was only for passenger service. She stated that she strongly supports the Goods Movement component to Maglev."

Motion was made (Clark) to approve the minutes with the above-mentioned corrections. Motion was seconded (Daniels) and unanimously approved.

4. <u>INFORMATION ITEMS</u>

4.1 Status of 2008 RTP

Hon. Alan Wapner, City of Ontario, briefed members on the status of the 2008 Regional Transportation Plan (RTP). Hon. Wapner stated that the TCC approved the release of the draft RTP at its last meeting in December. As a result, public participation meetings will be held within the next few weeks at various locations throughout the region. Hon. Wapner will be presenting this information to all of the sub-regions and commissions.

Hon. Wapner reported the following high-speed rail initiatives contained in the draft RTP:

- Extended IOS which includes stations at the City of San Bernardino, Ontario, West Covina, Union Station, West Los Angeles, and Los Angeles International Airport (LAX),
- Ontario to Anaheim corridor which designates Ontario as the international airport for Orange County,
- Goods Movement component,
- California High-Speed Rail Authority portion from Anaheim to Los Angeles, and
- Orangeline Corridor

Hon. Wapner reminded members that the above-mentioned items remain dependent upon meeting full financial constraint requirements.

Hon. Bates asked what was used to document the high-speed rail considering that the bond will be on the ballot sometime in June or November. Hon. Wapner stated that only the Anaheim to Los Angeles portion was included for which OCTA has committed \$3.5 million funding towards the studies.

4.2 Update on the IOS JPA

Hon. Alan Wapner, City of Ontario, briefed members on the status of the agreement. He stated that the JPA is planned to go before the appropriate agencies sometime in January 2008 and anticipates final approval to take place sometime in February.

4.3 Report on the Field Trip to General Atomics in La Jolla, CA

Hon. Lou Bone, City of Tustin, summarized the field trip made to the General Atomics (GA) facility in La Jolla, CA.

Mike Simon, General Atomics, discussed the technology aspects of its Maglev test vehicle. He stated that the GA technology has demonstrated a proof of principle and are ready to proceed to a validation phase where a mile long track can be built to validate its per mile cost. Although the GA test track is not as mature as the Transrapid technology, it has much potential and advantages for the type of alignments being discussed because of its design.

Hon. Chris Barnes, City of La Palma, asked if any discussions have taken place with the railroad authorities. Mr. Simon stated that earlier this year discussions were held with Union Pacific and Burlington Northern. Both railways were intrigued with the idea but due to a variety of reasons the conversations have focused on the separate fixed guideway Maglev applications. Mr. Simon added that there are potential issues with this type of guideway. For example, with existing railroads, certain types of track maintenance is required periodically.

Hon. Barnes asked if GA will begin construction of the one-mile Maglev track within the foreseeable future. Mr. Simon stated that this issue deals with funding and so far a meeting is scheduled with GA's owner to discuss what can be done in terms of public private partnerships. Mr. Simon also added that the Federal Transportation Agency conducted a review of the GA's Maglev system and concluded that there are no technology problems but there are two items that require further review. The first item calls for ways of tracking the position of the vehicle in all forms of weather. The second deals with fine-tuning the way the orientation of the vehicle is controlled while it is magnetically levitated since the GA system has a higher gap than other systems. The GA system elevates almost an inch from the track.

Richard Marcus, SCAG, stated a few points on the technology regarding upgrading the rails; new track beds would be required and capacity would not increase since already existing rail is being upgraded. Another item to note is that speed does matter for passenger service but not for freight service and grade separations also need to be included on existing rail. Mr. Marcus added that LaunchPoint Technologies presented their technology at a previous meeting to retrofit the existing steel rails to Magley.

Mr. Simon also announced the 2008 Maglev Conference to take place in San Diego, CA on December 15 - 18, 2008. This conference brings together all of the key members of the Maglev arena. General Atomics will host the 2008 conference in partnership with UC San Diego. Logistics are still being confirmed and further information will be provided in the coming months for task force members to register. Hon. Alan Wapner suggested that SCAG co-sponsor this event.

Mark Pisano, SCAG, stated that the fundamental issue the region is facing is the commitment in the RTP and the SIP for Tier 4 engines for railroads by 2014. Mr. Pisano added that in order for higher levels of control to be required is to have governmental expenditure. A study was conducted for full electrification of the system and concluded that it was not a cost effective approach. Mr. Pisano urged the task force to raise this issue with the Regional Council.

Peter Okurowski, Association of American Railroads, recommended that a discussion take place with the railroad agencies before proceeding to the Regional Council.

4.4 Report on the Field Trip to American Maglev Technology in Marietta, GA

Hon. Lou Bone, SCAG, briefed members on the field trip to the American Maglev Technology facility in Marietta, GA. Visitors to AMT's facility included Hon. Lou Bone, City of Tustin; Hon. Alan Wapner, City of Ontario; and Huasha Liu, SCAG. Hon. Bone presented pictures that were taken at AMT's Maglev test track which extends 1,400 feet. Pictures of the car, columns, guideways, and magnetic system were demonstrated.

Hon. Margaret Clark, City of Rosemead, asked what types of safeguards against tampering, vandalism, terrorism, earthquakes, etc. are included in the system. Mr. Simon stated that the GA system has a default mode where the vehicle will slow down and come to a complete stop on the track. Hon. Bone added that AMT's system has a built-in walkway down the center of the tracks in the event that something happens, passengers would use the walkway and then climb down a ladder that is attached throughout the sides of the guideways.

Ron Bates, City of South Gate, asked how the system differs in terms of speed and technology when compared to Transrapid's system. Hon. Bone stated that the systems are all somewhat different. The technology is located either in the system or on the tracks. AMT's technology is located in the car and currently travels up to thirty miles per hour since its track is not long enough the speed is questionable. Hon. Wapner explained that AMT's system is quite a bit less money than TransRapid but there will definitely be some trade-offs with noise levels. The AMT system is noisier than Transrapid but is the only way to make the business plan work because it considerably lowers the cost. Richard Marcus, SCAG stated that there is a huge disparity between system costs; for example, AMT estimates capital costs of \$30 to \$35 million dollars per mile while Transrapid estimates about \$135 million dollars per mile.

David Chow, IBI Group, commented on the Transrapid technology and stated that it is the furthest along, has a long enough test drive to prove its speed capabilities and has a complete system in operation in Shanghai, China. Mr. Chow added that the fundamental purpose of the system needs to be defined. Transrapid took a straight approach towards high speed and as a result pushed them into a certain area in terms of cost and robustness. The Transrapid cost includes Right-of-Way and also includes Caltrans requirements for structures which must also pass seismic requirements in California.

4.5 Group Discussion on Future Maglev Task Force Activities

Hon. Bates recommended that the task force begin to analyze the lines that have been established and establish how fast the system needs to be in order to gain ridership.

Item was postponed for further discussion at the next Maglev Task Force meeting.

5. OPEN DISCUSSION

Don Rhodes, SCAG, briefed members on two high-speed rail bills that have been introduced by Congressman Jim Costa and are currently residing in the House Transportation and Infrastructure Committee. Both of these bills would provide for the creation of a National High Speed Rail Authority, and support the development of high-speed rail in the United States.

6. CHAIR'S REPORT

7. **NEXT MEETING**

Hon. Lou Bone adjourned at 11:30 a.m. The next meeting of the Maglev Task Force will be held at SCAG's Los Angeles office on January 10, 2008.

MEMO

DATE:

February 14, 2008

TO:

Maglev Task Force

FROM:

Richard Marcus, Program Manager, Maglev/High-Speed Rail Program

marcus@scag.ca.gov 213-236-1819

SUBJECT:

Draft SCAG letter to U.S. Representative Jim Costa (D-Fresno) regarding proposed high-

speed rail Federal legislation.

BACKGROUND:

Congressman Jim Costa (D-Fresno) has introduced two bills to raise the national awareness for a system of high-speed rail by introducing H.R. 4122, the American Investment in Safe, Reliable High-Speed Rail Act, and H.R. 4123, the High-Speed Rail Authority Development and Formation Act. His staff says that even if the bills do not move forward, the concepts will be included in the next transportation reauthorization measure currently scheduled for 2009.

Attached is a draft letter legislative staff prepared requesting Congressman Cost to amend his legislation to include high-speed regional transportation system in the SCAG region. The letter passed the January 3, 2008 TCC and RC consent calendar and is pending President Ovitt's signature with possible minor edits.



January 3, 2007

The Honorable Jim Costa 1313 Longworth HOB Washington, DC 20515

Dear Mr. Costa:

The Southern California Association of Governments (SCAG), the Metropolitan Planning Organization encompassing six counties (Los Angeles, Orange, San Bernardino, Riverside, Ventura and Imperial) and the cities, subregions and transportation commissions in those counties in Southern California wishes to commend your efforts to raise the national awareness for a system of high speed rail by introducing H.R. 4122, the American Investment in Safe, Reliable High – Speed Rail Act, and H.R. 4123, , the High-Speed Rail Authority Development and Formation Act. We are writing to request that you amend your legislation to include a high speed regional transportation system in the SCAG region.

As you may know, the California Corridor referenced in H.R. 4122 includes a 30-mile segment between L.A. Union Station and Anaheim using the Metrolink right of way. This segment currently is contained in SCAG's draft Regional Transportation Plan (RTP). We believe it would be very beneficial to the California system contemplated in your legislation if it is integrated with the high speed regional transport system planned for the SCAG region.

SCAG has advanced a vision of regional transport based on high performance, high-speed, and environmentally sensitive alternative(s). A High-Speed Regional Transport (HSRT) system has the potential for relieving both airport and freeway congestion in urbanized areas by providing an alternative to the automobile as well as making less congested airports more accessible to air travelers, and providing alternative capacity for freight movement in the region.

The HSRT system would provide over 270 miles connecting the region's ports, airports, and urban activity centers. The system can be constructed in multiple stages that can each be financially viable using private sector resources. The financial performance will be enhanced as the system is extended throughout the region and the volume of users increases.

We would be pleased to discuss our proposed HSRT system with you at your earliest convenience. Again, please consider amending your legislation to provide for a high speed regional transportation in the SCAG region. For purpose of staff contact please call Don Rhodes, Manager of Legislative Affairs, (213) 236-1840.

Sincerely,

Gary Ovitt, President, Southern California Association of Governments Supervisor San Bernardino County

MEMO

DATE:

February 14, 2008

TO:

Maglev Task Force

FROM:

Richard Marcus, Program Manager, Maglev/High-Speed Rail Program

Marcus@scag.ca.gov/213-236-1819

SUBJECT:

JPA for IOS Update

BACKGROUND:

A Joint Powers Authority (JPA) agreement is currently in development between the Cities of Los Angeles, Ontario, West Covina and SCAG for the Initial Operating Segment (IOS) of the High-Speed Regional Transport (HSRT) system.

The Honorable Lou Bone and the Honorable Alan Wapner will give a brief update on the status of the JPA for the IOS.



JOINT EXERCISE OF POWERS AGREEMENT CREATING THE SOUTHERN CALIFORNIA REGIONAL HIGH-SPEED TRANSPORT AUTHORITY

This Joint Exercise of Powers Agreement (the "Agreement") dated as of ________, 2008, is made by and among the City of Los Angeles, a municipal corporation ("Los Angeles"), the City of Ontario, a municipal corporation ("Ontario"), the City of West Covina, a municipal corporation ("West Covina"), and the Southern California Association of Governments, a joint powers agency ("SCAG") hereinafter collectively known as "Contracting Parties" and individually as "Contracting Party."

RECITALS

WHEREAS, Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (section 6500 et seq.) (the "Act") permits two or more public agencies by agreement to exercise jointly powers common to the public agencies; and

WHEREAS, there is within the State of California an entity known as the High-Speed Rail Authority ("HSRA") created pursuant to the California High-Speed Rail Act (California Public Utilities Code section 185000 et seq.) for the purpose of developing and implementing an intercity high-speed rail service that is fully integrated with the state's existing intercity rail network and coordinated with rail transit services developed by local agencies; and

WHEREAS, SCAG is a joint powers agency and a federally designated Metropolitan Planning Organization ("MPO") for the Southern California region. As the MPO, SCAG is statutorily required to prepare the regional transportation plan ("RTP") for the counties of Los Angeles, Orange, San Bernardino, Riverside, Ventura, and Imperial; and

WHEREAS, starting in 1998, SCAG has included as part of the RTP, discussion regarding the development of a intra-regional high speed rail system to improve surface transportation and meet air quality requirements within Southern California. In 2002, SCAG's Regional Council selected an Initial Operating Segment ("IOS") for the intra-regional high speed rail system; and

WHEREAS, the IOS comprises a 54-mile segment starting at West Los Angeles and ending at the Ontario Airport. The IOS consists of four stations located respectively at: (1) West Los Angeles, (2) Los Angeles Union Passenger Terminal (better known as Union Station), (3) West Covina, and (4) the Ontario Airport; and

WHEREAS, the municipalities of Los Angeles, West Covina and Ontario currently are proposed to have stations along the IOS, and each desires to enter into a joint exercise of powers agreement providing for the creation of an entity known as the Southern California Regional

High-Speed Transport Authority ("JPA"), for the purpose of overseeing the continued planning activities related to the IOS, and the general evaluation, construction and operation of an intraregional high speed transit system in the Southern California area that coordinates with the statewide rail service to be developed by the HSRA; and

WHEREAS, Los Angeles, West Covina and Ontario recognize that SCAG has undertaken planning studies related to the IOS and is evaluating alternatives to determine the optimum regional high-speed transport system ("RHST") that would improve mobility needs and meet the congestion and air quality improvement goals in the Southern California region while also decentralizing aviation demand to regional airports; and

WHEREAS, the RHST planning process, as developed by SCAG consists of four (4) phases: Phase 1 – Pre-deployment Analysis (preliminary feasibility analysis); Phase 2 - Preliminary Engineering (engineering necessary to prepare Environmental Impact Report); Phase 3 - Deployment Plan (investment grade analysis necessary for project deployment); and Phase 4 - Environmental Impact Report; and

WHEREAS, SCAG has completed Phase 1, and has substantially completed Phase 2 of the RHST planning process; and

WHEREAS, it is the goal of the Contracting Parties to complete the RHST planning process developed by SCAG, including completion of Phases 3 and 4, and to provide a coordinated approach to the evaluation, planning, design and securing of funding for the development of the RHST system;

WHEREAS, the JPA is intended to assume the completion of the RHST planning process along with the implementation, administration, management, construction and operation of the RHST system, starting with the IOS which connects West Los Angeles to the Ontario Airport.

NOW, THEREFORE, in consideration of the above premises and of the mutual promises herein contained, each of the Contracting Parties does hereby agree as follows:

ARTICLE I. DEFINITIONS

Section 1.01 <u>Definitions</u>. The words and terms defined in this Article shall have the following meanings for the purposes of this Agreement:

"Act" means Articles 1 through 4, Chapter 5, Division 7, Title 1 of the California Government Code (commencing with Section 6500).

"Agreement" means this Joint Exercise of Powers Agreement.

"Board of Directors" or "Board" means the governance board for the JPA.

"California High-Speed Rail Act" means Division 19.5 of the California Public Utilities Code (commencing with Section 185000).

"CEQA" means the California Environmental Quality Act (Division 13, Chapter 1 of the California Public Resources Code commencing with Section 21000).

"Chairperson" means the Chairperson of the Board of the JPA.

"Committee" means a standing or ad hoc committee of the Board established by the Board.

"Contracting Party" or "Contracting Parties" means Los Angeles, Ontario, West Covina, SCAG and/or any other Public Agency(ies) that becomes a party to this Agreement pursuant to Section 8.12 of this Agreement.

"Director" means the Director to the Board appointed pursuant to Section 3.01 of this Agreement.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"IOS" means the initial operating segment of the RHST, representing approximately 56 miles and connecting West Los Angeles to the Los Angeles Union Station to West Covina to the Ontario Airport.

"JPA" means the Southern California Regional High-Speed Transport Authority established pursuant to Section 2.02 of this Agreement.

"Political Reform Act" means the Political Reform Act of 1974 (Title 9 of the California Government Code, commencing with Section 81000).

"Public Agency" or "Public Agencies" means a public agency as that term is defined in Section 6500 of the California Government Code.

"Ralph M. Brown Act" means Chapter 9 of part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 54950.

"RHST" means a regional high-speed transport system to be further defined by the JPA Board, and as may be amended from time to time.

ARTICLE II. GENERAL PROVISIONS

Section 2.01 <u>Purpose</u>. This Agreement is made pursuant to the Act to provide for the creation of a public joint powers entity separate from the Contracting Parties, to provide for the development of an intra-regional RHST system in the Southern California area that coordinates

with the state-wide rail service to be developed by the HSRA, and to provide for the exercise of all common powers possessed by the Contracting Parties that are municipalities and all powers provided to the JPA by the Act, by the California High-Speed Rail Act, or by any other law now in effect or hereafter enacted.

Section 2.02 <u>Creation of Authority</u>. Pursuant to Sections 6506 and 6507 of the Act, there is hereby created a public entity to be known as the "Southern California Regional High Speed Transport Authority." The JPA shall be a public entity separate and apart from the Contracting Parties and shall administer this Agreement.

Section 2.03 Board of Directors. This JPA shall be governed and administered by a governance board ("Board") consisting of a number of Directors as herein provided. Except for SCAG, each Contracting Party shall appoint one (1) voting Director per station identified on the RHST. The initial composition of the Board shall be consistent with the stations proposed for the IOS, and shall comprise of two (2) Directors from the City of Los Angeles, one Director from the City of West Covina, and one Director from the City of Ontario. Except for SCAG, each Contracting Party shall also appoint an alternate, who may act in the Director's absence in accordance with Section 2.04(c) herein. As new stations are identified and added to the RHST by affirmative decision of the Board, those affected jurisdictions shall have the opportunity to appoint one (1) voting Director to the Board per station. The Board will also include one (1) nonvoting Director appointed by each of the following Public Agencies: SCAG, San Bernardino Associated Governments ("SANBAG"), Caltrans, and the Los Angeles County Metropolitan Transportation Authority ("Metro"). The Board may also include additional non-voting Director(s) as approved by the Board. Except for SCAG, entities having non-voting Directors shall not be a party to this Agreement. Non-voting Directors shall also not affect the quorum requirements of this Agreement. No individual shall be appointed to hold the position of more than one (1) Director, and all voting Directors shall be elected officials. In addition to the requirements of Section 4.04 to this Agreement, no person who receives salary income (exclusive of stipends or per diems) from a private transit or transportation planning agency may be a Director. However, each Director may receive a per diem for each Board meeting attended. The amount of the per diem shall be fixed from time to time by the Board and shall not exceed One Hundred Dollars (\$100.00) per meeting with a maximum amount equal to two (2) meetings a month.

Section 2.04 <u>Terms of Directors</u>. Each Director to the Board shall serve for a two-year term, with no limit on the number of terms served. Nothing herein shall prevent a Director from being replaced by their respective Public Agency during the course of their term, provided written notice thereof is provided to the JPA.

Section 2.05 <u>Meetings of the Board</u>. At its first meeting, and as needed thereafter, the Board shall establish by resolution the dates, place and time of its regular meetings. Special or emergency meetings may be called at the request of the Chairperson or of a majority of the Board in accordance with the provisions of the Ralph M. Brown Act. At least one (1) annual meeting shall be held.

- (a) <u>Procedures.</u> All meetings of the Board shall be called, noticed and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code). The Board may adopt from time to time such additional rules and regulations for the conduct of its meetings, as may be required.
- (b) Minutes. The Secretary to the Board shall cause to be kept minutes of any open meeting of the Board and shall, as soon as reasonably possible after each meeting, cause a copy of said minutes to be kept on file in accordance with state law, for access by each Director and the public.
- (c) <u>Voting.</u> Each Director, other than the appointees of SCAG, SANBAG, Caltrans, and Metro, shall have one (1) vote. Each Public Agency may appoint an alternate Director ("Alternate") for each of its allocated Directors. The Alternate shall be authorized to act in place of the respective Director, if the Director is unable to be present at a Board meeting or is unable to act due to ethical restrictions set forth in Section 4.04 of this Agreement. Alternates may also serve on any Committee.

Section 2.06 Quorum; Required Votes; Approvals. The presence of at least a simple majority of the voting Directors representing each of the Contracting Parties shall constitute a quorum for the purposes of conducting business at a meeting, except that less than a quorum may adjourn a meeting. A simple majority is defined as a majority of the voting Board membership, plus one, and cannot be composed of a single jurisdiction. All actions of the Board shall be approved upon the affirmative vote of a simple majority of Directors, unless a greater number is required by law, or a supermajority of votes for any of the following actions: (a) adoption of annual work plan and budget, (b) mid-year revisions to the annual budget, (c) contract awards, (d) hiring staff, (e) environmental approvals, including but not limited to Environmental Impact Reports, or (f) termination of this Agreement. A supermajority is defined as two-thirds (2/3) of the Board membership.

Section 2.07 <u>Bylaws</u>. The Board may adopt, from time to time, such bylaws, rules and regulations for the conduct of its meetings as are necessary for the purposes hereof.

Section 2.08 <u>Annual Budget and Administrative Expenses.</u> The Board shall adopt a budget for administrative expenses prior to the commencement of each Fiscal Year.

ARTICLE III. CHAIRPERSON, DIRECTORS AND OFFICERS

Section 3.01 <u>Chairperson and Directors</u>. At its first meeting, and at the anniversary of the first meeting in every other succeeding calendar year or as soon thereafter as practicable, the Board shall elect, from among the voting Directors, a chairperson to preside over the meetings of the Board ("Chairperson" or "Chair"), and a vice-chairperson to preside over the meetings in the absence of the Chairperson. The Chairperson and vice-chairperson shall be from different jurisdictions. The Chair of the Board may speak on behalf of the JPA only when authorized by the Board. The Chairperson shall serve a two-year term, and shall rotate between the voting

Directors only. The chairmanship will not be held by a jurisdiction for more than two (2) consecutive terms. A Director from Los Angeles, however, will serve as the initial Chair.

Section 3.02 <u>Secretary</u>. At its first meeting, and at the anniversary of the first meeting in every other succeeding calendar year or as soon thereafter as practicable, a secretary to the Board ("Secretary") shall be appointed from either Directors or employees of the JPA. The Secretary shall perform such duties as may be determined by the Board and shall cause a copy of this Agreement to be filed with the California Secretary of State within thirty (30) days of its effective date pursuant to Section 6503.5 of the Act.

Section 3.03 <u>Treasurer</u>. A treasurer for the JPA ("Treasurer") shall be appointed from those persons eligible under Sections 6505.5 or 6505.6 of the Act, and provided the person is deemed qualified by the Board to serve as Treasurer of the Board. The Treasurer shall have the custody of all monies of the JPA and shall perform all duties and responsibilities set forth in Section 6505.5 of the Act. The appointment shall be made by resolution at the first meeting of the Board.

Section 3.04 <u>Auditor-Controller</u>. An auditor-controller for the JPA ("Auditor-Controller") shall be appointed from those persons eligible under Sections 6505.5 or 6505.6 of the Act, and provided the person is deemed qualified by the Board to serve as Auditor-Controller of the Board. The auditor-controller shall draw warrants to pay demands against the JPA when the demands against the JPA have been approved by any authorized person or entity authorized to approve such demands in accordance with this Agreement. The Auditor-Controller shall also make or cause to be made an independent audit of the accounts and records of the JPA pursuant to Section 5.05 herein. The appointment shall be made by resolution at the first meeting of the Board.

Section 3.05 Other Employees. The Board shall have the power by resolution to appoint and/or employ such other officers, employees, consultants and independent contractors as may be necessary for the purpose of the this Agreement.

ARTICLE IV. POWERS

Section 4.01 <u>General Powers</u>. The JPA shall have the powers which are common to the Contracting Parties that are municipalities and shall do all acts necessary for the accomplishment of the purposes of this Agreement, subject to the restrictions set forth in Section 4.03 of this Agreement and to the extent not in conflict with powers held by the HSRA.

Section 4.02 <u>Additional and Specific Powers</u>. The JPA shall have all additional powers provided in the Act or in any other law now in effect or hereafter enacted. Specifically, the JPA shall have the power to make and enter contracts; employ or engage contractors, agents, or employees; apply for, receive and utilize grants and loans from Federal, State, or local governments, or from any other available source; incur liabilities, debt and other contractual obligations such as issuance of bonds; sue and be sued in its own name; and exercise any other

powers common to the Contracting Parties that are municipalities and promulgate, adopt and enforce any rules and regulations, as may be necessary and proper to implement and effectuate the terms, provisions and purposes of this Agreement.

Section 4.03 <u>Exercise of Powers</u>. The powers of the JPA shall be exercised in the manner provided in the Act and as forth herein, and subject to, however, to the restrictions and limitation upon the manner of exercising such powers as are applicable to the City of Los Angeles.

Section 4.04 <u>Standards of Conduct and Conflicts of Interest</u>. Every Board member, officer, employee and consultant of the JPA shall comply with the Political Reform Act.

Section 4.05 <u>Obligations of Authority</u>. As provided in Section 6508.1 of the Act, the debts, liabilities and obligations of the JPA shall not be the debts, liabilities and obligations of any of the Contracting Parties; provided, however, that any of the Contracting Parties may contract separately for, assume responsibility for, specific liabilities or obligations of the JPA. The provisions of California Government Code Section 6513 are hereby incorporated into this Agreement.

Section 4.06 <u>Lead Agency and Regulatory Approvals</u>. The JPA shall be the lead agency for the purposes of compliance with the California Environmental Quality Act ("CEQA") for any discretionary acts of the JPA which may have an effect on the environment.

Section 4.07 <u>Separate Entity and Insurance</u>. The JPA is a separate legal entity from each of the Contracting Parties. The JPA shall procure such general liability insurance, as the Board may approve.

ARTICLE V. CONTRIBUTIONS, ACCOUNTS, FUNDS AND REVENUE PARTICIPATION

Section 5.01 <u>Contributions to JPA</u>. Subject to the approval of its Regional Council, the Federal Highway Administration and the Federal Transit Authority, SCAG shall contribute initial funding to the JPA, in an amount to be determined at a later date, to assist in the JPA's planning activities related to the RHST system. Any future funding obligations determined to be necessary above any initial SCAG funding shall be provided proportional to voting rights established in Section 2.03 of this Agreement unless otherwise determined by the Board. The Contracting Parties acknowledge that any SCAG contribution to the JPA shall not limit or otherwise diminish SCAG's obligation, responsibility or ability to continue to study an intraregional high speed rail system as part of its role as the federally designated MPO for the Southern California region.

Section 5.02 <u>Contracting Parties Contributions</u>. The Contracting Parties may: (a) make contributions to the JPA from their respective treasuries for the purposes set forth herein; (b) make payments of public funds to defray the cost of such purposes; (c) make advances of public

funds for such purposes, such advances to be repaid as provided herein; and (d) use their respective personnel, equipment or property in lieu of other contributions or advances. Unless otherwise agreed to by the Contracting Parties, funding for the operations of the JPA will be proportionate to the voting rights of the Contracting Parties, as well as other source both public and/or private.

Section 5.03 Custody of Funds. Subject to the applicable provisions of any instrument or agreement into which the JPA may enter that otherwise may provide for a trustee to receive, have custody of and disburse JPA funds, the Treasurer of the JPA (as described in Section 3.03 of this Agreement) shall receive, have custody of and disburse JPA funds as nearly as possible in accordance with generally accepted accounting practices and shall make the disbursements required by this Agreement or to carry out any of the provisions of this Agreement. Any and all funds maintained by the Treasurer of the JPA shall be in an independent interest bearing trust account or fund.

Section 5.04 <u>Revenue Participation</u>. Any net revenue above operating expenses and debt service may be distributed proportional to voting rights established in Section 2.05(c) of this Agreement unless otherwise determined by the Board.

Section 5.05 <u>Audits and Reports</u>. There shall be strict accountability of all funds and reporting of all receipts and disbursements. Complete books and accounts shall be maintained by the JPA in accordance with practices established by or consistent with those utilized by the Controller of the State of California for like public agencies, and any practices or procedures required by law. The Auditor-Controller shall make or contract for an annual audit of the accounts and records of the JPA in accordance with Section 6505 of the Act.

Section 5.06 <u>Inspection of Records</u>. At any time during normal business hours and as often as any of the Contracting Parties deems necessary, the JPA shall, make available to the Contracting Party(ies) for examination, at reasonable locations to be determined by the JPA, all of the data and records with respect to the JPA and all matters covered by this Agreement. The JPA shall permit the Contracting Party(ies) to make audits of all invoices, materials, payrolls, records of personnel and consultants, and other data and media relating to the matters covered by this Agreement, at the cost and expense of the Contracting Party(ies) seeking the audit and inspection.

ARTICLE VI. TERM

Section 6.01 <u>Term.</u> This Agreement shall become effective on the date that this Agreement has been approved by the Contracting Parties, and shall continue in perpetuity, or until terminated in accordance with Section 6.04 of this Agreement.

Section 6.02 <u>Withdrawal or Cancellation</u>. Any Contracting Party may withdraw from the JPA and terminate its participation in this Agreement by adoption of a resolution of withdrawal by the governing body of the withdrawing Contracting Party, and the provision

thereof to all other Contracting Parties at least thirty (30) days prior to the effective date of withdrawal. Upon the effective date of withdrawal, this Agreement shall be deemed automatically amended to reflect the deletion of the withdrawing Contracting Party.

Section 6.03 <u>Effect of Withdrawal or Cancellation</u>. Upon a Contracting Party's withdrawal, any assets represented by the accumulated capital contribution account of the withdrawing Contracting Party, shall remain subject to the JPA control, use and depreciation without compensation until this Agreement is terminated. Withdrawal shall not relieve the withdrawing Contracting Party of any financial obligations or liability arising prior to withdrawal. Each Contracting Party agrees to negotiate in good faith and execute such amendments to this Agreement as may be necessary to equitably adjust the appointment and voting procedures for Directors as set forth in this Agreement, necessitated by a Contracting Party's withdrawal.

Section 6.04 <u>Termination</u>. Except as otherwise provided in this Agreement, this Agreement may be terminated by a majority of the Contracting Parties after issuance of a 90-day Notice of Intent to Terminate Participation is issued by one of the Contracting Parties to the remaining Contracting Parties. In the event that the JPA has outstanding liabilities or obligations, such liabilities or obligations must be satisfied or provided for prior to termination of this Agreement.

Section 6.05 <u>Distribution of Assets</u>. Upon termination of this Agreement, and after the payment of all outstanding debts, liabilities, obligations, or other expenses incurred by the JPA, any assets of the JPA shall be distributed among the Contracting Parties in the same proportion as that reflected in the Contracting Parties' accumulated capital contribution accounts, as shown in the JPA's book of accounts.

ARTICLE VII. PLANNING, DEVELOPMENT AND CONTRACTS

Section 7.01 Existing Agreements. SCAG shall provide the JPA with copies of documentation and information relative to any extant agreements, actions and on-going efforts to secure additional funding and financing for RHST. SCAG shall also provide the JPA with all background information and documentation regarding Phases 1 and 2 of the RHST planning process undertaken by SCAG. The JPA shall assume management of the planning process when the initial SCAG funding is received.

Section 7.02 <u>Annual Work plan and Budget</u>. The Board shall annually prepare, or cause to be prepared, a work plan and budget. The budget shall indicate the anticipated sources of revenues and the anticipated uses of such revenues. The work plan shall outline the activities and priorities of the JPA for the following year. The work plan shall be consistent with the adopted mission, vision and goals and must comply with all Board adopted policies, goals and objectives. Both the work plan and budget shall be prepared in sufficient detail to constitute an operating outline for the JPA, and shall identify the sources and amount of funds available to the JPA, if any, and expenditures to be made during the ensuing fiscal year, if any, to effectuate the

purposes of this Agreement. The Board shall adopt the annual work plan and budget by June 30th of each year.

Section 7.03 <u>Committees</u>. The Board may form technical and/or policy committees to conduct detailed work and make preliminary recommendations to the Board. The Board may delegate representation on such committees and set the terms of its membership.

Section 7.04 Procurement Authority. Final authority for purchasing actions and decisions rests with the Board. The Board may adopt procurement and materials management procedures and guidelines needed to implement and supplement the policies and standards set forth in this Agreement. Any such procedures and guidelines shall provide for timely review and processing of all procurement actions, and shall ensure that materials, services, and construction are obtained timely, efficiently and economically, while adhering to principles of good public policy and practices and sound business judgment. The JPA shall comply with all applicable laws in its procurement activities, including but not limited to the provisions of Part 1 of Division 2, commencing with Section 1100, and Articles 1, 1.5, 1.7, and 1.8 of Chapter 1 of Part 3 of Division 2, commencing with Section 20100, of the California Public Contract Code.

ARTICLE VIII. MICELLANEOUS PROVISIONS

Section 8.01 <u>Notices</u>. Whenever a notice is required under this Agreement, such notice shall be in writing and shall be sufficient if delivered to the addresses specified below. Notice shall be effective on the next business day after delivery by whatever means prior to 5:00 p.m. to the addresses specified below. Any change of address shall be given in writing in accordance with this Section 8.01.

Los Angeles:

City of Los Angeles

Department of Transportation 100 South Main Street, 10th Floor

Los Angeles, CA 90012 Attn: General Manager

City of Los Angeles

Office of the City Attorney 200 North Main Street Los Angeles, CA 90012

Attn: General Counsel Practice Group

With copies to:

City of Los Angeles

Office of the City Administrative Officer

200 North Main Street Los Angeles, CA 90012

Attn: City Administrative Officer

City of Los Angeles

Office of the Chief Legislative Analyst 200 North Spring Street, Suite 255

Los Angeles, CA 90012

Attn: Chief Legislative Analyst

City of Los Angeles Office of the Mayor

200 North Spring Street, Suite 303

Los Angeles, CA 90012 Attn: Transportation

Ontario:

City of Ontario

Office of the City Manager

303 East B Street Ontario, CA 91764 Attn: City Manager

With copy to:

City of Ontario

Office of the City Attorney c/o Best Best & Krieger 400 Mission Square 3750 University Avenue

P. O. Box 1028 Riverside, CA 92502 Attn: City Attorney

West Covina:

City of West Covina

City Hall

1444 West Garvey Avenue

P.O. Box 1440

West Covina, CA 91793 Attn: City Manager

With copy to:

City of West Covina

Office of the City Attorney c/o Alvarez-Glasman & Colvin 13181 Crossroads Parkway North

Suite 400, West Tower City of Industry, CA 91746

Attn: City Attorney

SCAG:

Southern California Association of Governments 818 West Seventh Street, 12th Floor Los Angeles, CA 90017 Attn: Executive Director

Section 8.02 <u>Section Headings</u>. All section headings in this Agreement are for convenience or reference only and are not to be construed as modifying or governing the language in the section referred to or defining or limiting the scope of any provision of this Agreement.

Section 8.03 <u>Consent</u>. Whenever in this Agreement any consent of approval is required, it shall be made in writing.

Section 8.04 <u>Laws Governing</u>. This Agreement is made in the State of California under the constitution and laws of the State of California and is to be construed and interpreted in accordance with the laws of the State of California. Any legal disputes arising from or related to this Agreement shall be resolved in the State of California by an administrative or judicial body.

Section 8.05 <u>Dispute Resolution</u>. If a dispute arises between the JPA and a Contracting Party, the following procedures are to be followed:

- (a) Request for Reconsideration. The Contracting Party will make a written request to the JPA to reconsider its position, citing the arguments in favor of the Contracting Party and any applicable case law that applies. The matter will be brought to the Board of Directors for reconsideration upon request of the Contracting Party. The Board member(s) appointed by the Contracting Party requesting reconsideration shall be deemed to have a conflict and shall be excluded from any vote. The Contracting Party can also request a personal presentation to the Board, if it so desires.
- (b) <u>Mediation</u>. If the Contracting Party is not satisfied with the outcome of the reconsideration, the next step in the appeals process is mediation. The matter will be submitted to a mutually-agreed-upon mediator for determination. The cost of the mediation will be shared equally by the involved Contracting Party and the JPA.
- (c) <u>Litigation</u>. If, after following the dispute resolution procedures set forth above, either party is not satisfied with the outcome of the mediation, either party may consider litigation as a possible remedy to the dispute.

Section 8.06 <u>Amendments.</u> This Agreement may be amended at any time, or from time to time, by one or more supplemental written agreements executed by the Contracting Parties either as required in order to carry out any of the provisions of this Agreement or for any other purposes of this Agreement.

- Section 8.07 <u>Enforcement by JPA</u>. The JPA is hereby authorized to take any or all legal or equitable actions, including but not limited to injunction and specific performance, necessary or permitted by law. The rights and remedies of any party hereto are cumulative and not in the alternative.
- Section 8.08 <u>Severability</u>. Should any part, term or provision of this Agreement be deemed by any court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby and shall remain in full force and effect.
- Section 8.09 <u>Waiver</u>. Neither the failure nor the delay by any party hereto, in exercising any right, power or privilege will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege.
- Section 8.10 <u>Counterparts.</u> This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute one and the same Agreement.
- Section 8.11 <u>Successors.</u> This Agreement shall be binding upon and shall inure to the benefit of the successors of each of the Contracting Parties, respectively. No Contracting Party may assign any right or obligation hereunder without the written consent of the other Contracting Parties.
- Section 8.12 New Contracting Parties. As new stations are identified and added to the IOS by affirmative decision of the Board, those affected municipal jurisdictions or public agencies shall be provided an opportunity to participate as a Contracting Party to this Agreement. If any station is deleted from the IOS by affirmative decision of the Board, the affected municipal jurisdiction shall withdraw from this Agreement pursuant to the procedures set forth in Section 6.02.
- Section 8.13 <u>Privileges and Immunities</u>. All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits that apply to the activities of officers, agents or employees of a public agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply to the officers, agents or employees of the JPA to the same degree and extent while engaged in the performance of any of the functions and duties of such officers, agents or employees extraterritorially under this Agreement.
- Section 8.14 <u>Fiscal Year</u>. The fiscal year of the JPA, unless and until changed by the JPA, shall commence on the 1st day of July of each year and shall end on the 30th day of June of the next succeeding year.

Section 8.15 <u>Legal Services</u>. The JPA may contract to employ independent legal counsel to advise and/or represent the JPA. The costs of independent counsel shall be divided according to the proportional voting rights of the Contracting Parties as set forth in Section 2.03 of this Agreement.

Section 8.16 <u>Staff.</u> The JPA shall not be obligated to employ existing individuals currently working at or for SCAG on RHST or Maglev (a high-speed elevated monorail system to move people and/or goods) projects. The JPA shall provide appropriate office space for its staff with necessary equipment, including telephones, furniture, computers and other office supplies.

Section 8.17 <u>Further Assurances.</u> The Contracting Parties agree, promptly upon request, to furnish, execute and deliver to each other all such further information, and to perform or refrain from performing all such actions, as the requesting Contracting Party may reasonably request for the purpose of carrying out the intent of this Agreement.

IN WITNESS WHEREFORE, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized and their official seals to be hereto affixed as of the date herein above written.

Dated:	CITY OF LOS ANGELES:
	CITY OF LOS ANGELES, a municipal
APPROVED AS TO FORM:	corporation
ROCKARD J. DELGADILLO,	•
CITY ATTORNEY	
	Ву:
By:	Its:
By: City Attorney	
,	
Dated:	CITY OF ONTARIO:
	CITY OF ONTARIO, a municipal corporation
APPROVED AS TO FORM:	
CITY ATTORNEY	Ву:
	Its:
By:	_
City Attorney	

Dated:	_ CITY OF WEST COVINA:
	CITY OF WEST COVINA, a municipal corporation
APPROVED AS TO FORM:	Corporation
CITY ATTORNEY,	By:
	Its:
By:City Attorney	
Dated:	SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS:
APPROVED AS TO FORM:	SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS, a joint powers agency
	Ву:
By:	Its:
Legal Counsel	

MEMO

DATE:

February 14, 2008

TO:

Maglev Task Force

FROM:

Richard Marcus, Program Manager, Maglev/High-Speed Rail Program

marcus@scag.ca.gov 213-236-1819

SUBJECT:

Update on the Anaheim Regional Transportation Intermodal Center ARTIC Project

BACKGROUND:

Danny Wu, Acting Manager for the City of Anaheim, will give an update on the status of the planned Anaheim Regional Transportation Intermodal Center (ARTIC). It is envisioned that the ARTIC will one day possibly serve Metrolink and Amtrak trains, OCTA bus network connections, the California High-Speed Train, and the Anaheim-to-Ontario Maglev among other possible modes and/or networks of transportation.



MEMO

DATE:

February 14, 2008

TO:

Maglev Task Force

FROM:

Richard Marcus, Program Manager, Maglev/High-Speed Rail Program

Marcus@scag.ca.gov/213-236-1819

SUBJECT:

Group Discussions on Future Maglev Task Force Activities

BACKGROUND:

Chair Lou Bone and Vice-Chair Alan Wapner will lead a discussion on the future purpose and direction of the Maglev Task Force.

